

QUITCLAIM DEED
With Covenant**Know all Men by these Presents,**
020401

That I, TIMOTHY J. RICHARDSON, of Waterville,
Kennebec County, Maine,

in consideration of One Dollar and other valuable considerations

paid by TIMOTHY J. RICHARDSON and
DAVID ARTHUR VAUGHAN

whose mailing address is 3 Maura Court
Waterville, ME 04941

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain,
sell and convey, and forever quitclaim unto the said TIMOTHY J. RICHARDSON and
DAVID ARTHUR VAUGHAN, as Tenants in Common and not as Joint
Tenants,

their heirs and assigns forever,

(See Schedule A, attached)

RE TRANS
TC
PRC
CF
TM
PPC

NO TRANSFER
TAX PAID

46-12

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said **TIMOTHY J. RICHARDSON** and **DAVID ARTHUR VAUGHAN**, as Tenants in Common and not as Joint Tenants, their heirs and assigns forever.

And I do covenant with the said Grantees, their heirs and assigns, that I shall and will warrant and defend the premises to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, I, the said **TIMOTHY J. RICHARDSON**

mark

~~husband/wife of the said~~

~~joining to this deed as Grantor and relinquishing all claim by descent or otherwise in the above described premises~~ have hereunto set my hand and seal this 31st day of the month of August, A.D. 1990.

Signed, Sealed and Delivered
in presence of

Louise J. Emerson
Witness

Timothy J. Richardson
Timothy J. Richardson

State of Maine, County of KENNEBEC

ss. August 31st, 1990.

Then personally appeared the above named **TIMOTHY J. RICHARDSON**

and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Lisa H. Collins

Notary Public
Attorney at Law

Printed Name Lisa H. A. Collins
my commission expires 11-5-95

Schedule "A"

46-12

A CERTAIN LOT or parcel of land with the buildings thereon situated on Maura Court in Waterville, County of Kennebec and State of Maine, and being lot numbered 58 on plan entitled "Mount Merici Heights, Waterville, Maine" dated November 15, 1942, and recorded in the Kennebec Registry of Deeds in Plan Book 14, Pages 15 and 16, as amended by revised plan of Portion of Mount Merici Heights, dated November 3, 1953, by R. G. Knowlton, C.E., recorded in said Registry, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

SUBJECT, however, to the following restrictions numbered from I to IX inclusive which will be binding upon the said grantee and all persons claiming or holding under or through said grantee, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

SECTION II. That no house for more than two families, either duplex or two-tenement, shall be built upon said land and that no dwelling house costing less than Seven Thousand Dollars (\$7,000.00) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than Twenty-Five (25) feet;

SECTION III. That all other buildings, including garages, shall not be erected nearer than Seventy-Five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least Twenty-Five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than Twenty-Five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon;

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon;

46-72

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot;

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 58, 59, 60, 52, to 55, both inclusive, 48 to 51, both inclusive, and 43 to 45, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantee herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right to expressly reserved to the grantor and its assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions;

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than Five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

BEING all and the same premises acquired by George J. Doyle and Leonie Doyle as joint tenants by warranty deed from Harold A. Labbe dated November 1, 1956, and recorded in the Kennebec County Registry of Deeds, Book 1064, Page 215. George J. Doyle died on May 14, 1989.

FOR FURTHER REFERENCE, see Deed of Sale by Personal Representative from Kathleen H. Murphy, Personal Representative of the Estate of Leonie Doyle to Timothy J. Richardson, recorded May 22, 1990, in the Kennebec County Registry of Deeds, Book 3734, Page 189.

This deed is subject to a mortgage from Timothy J. Richardson to Peoples Heritage Savings Bank, recorded May 22, 1990, in said Registry, Book 3734, Page 191, which the grantees assume and agree to pay.

RECEIVED KENNEBEC SS.

1990 SEP 10 AM 9:00

WITNESSES: *Harold Bush*
REGISTER OF DEEDS